RAE Systems, Inc.

PRICING GUIDE

RADIATION PRODUCTS

Global

Effective Date for Prices
January 20, 2012

www.raesystems.com

Order Placement Procedures

Direct Drop Ship

- RAE Systems offers this at no extra cost, but we do need a written copy of these orders **(no call-ins)**.
- We also need detailed street address information, including the telephone number of the end user.

Handling Fees

- All shipping and handling charges are added to your invoice, FOB San Jose, California.
- If shipping is charged to your shipping account number, a Handling Fee is not added to your invoice.

Minimum Order Charges

- All orders under $250 net must be placed through the RAE Systems' B2B site. Any order under $250 net that is placed through Inside Sales, will be accessed a $50.00 Minimum Sales Order Fee.

Lead Times and Order Expedite Fees*

- For every increment of 5 units, add 24 hours to lead times listed below.
- Hot shipments (RED) may be expedited by 24 hours for a $35 surcharge.

* All above commitments are based on availability of Finished Goods Inventory

Special Discounts

- All Special Discounts need to be stated on Purchase Order accompanied by a Special Pricing Form from your Regional Sales Manager.

Restocking Fees, Duplicate Orders, Shipments

We accept purchase orders via fax, e-mail, or directly via the Internet at www.raesystems.com (Click on the 'Partners' menu at the top of the website,

• For every order as to which we agree to accept a return, your account will be assessed a restocking fee of 20% of the order's total amount, plus shipping charges to return any orders (this includes duplicate orders).

• All sales are final. No returns shall be accepted without a RAE Systems issued NSRMA# (Non-Service Return Material Authorization Number). Any returns received without an NSRMA# will be rejected and returned to sender.

• No returns will be authorized and no NSRMA#s will be issued after 30 days from the date the order is shipped from RAE Systems.

• RAE Systems must receive returned material within 30 days of the date the NSRMA # is issued.

• Product must be unused, in the original RAE Systems packaging, and must include all accessories, documentation and any other parts.

• Colorimetric Tubes and Calibration Gas (with a shelf life 6 months or less) are **Non-Returnable.**

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General Radiation Product Service Program Option

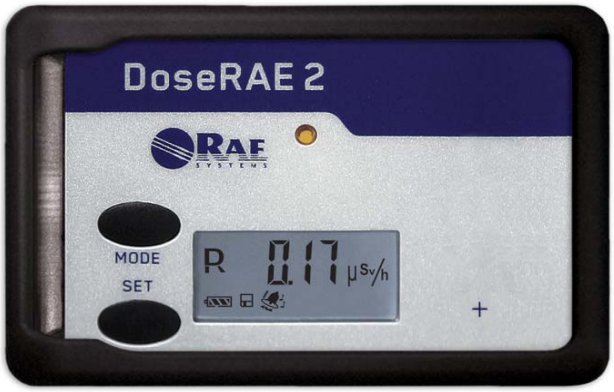
Lantern mantle as a check source	029-5900-000	$30.00	
* If a radioisotope disc check source is needed, a 0.25 µCi ^{137}Cs source is recommended. Please contact **Spectrum Techniques**, **Web site:** http://www.spectrumtechniques.com **E-mail**: sales@spectrumtechniques.com **Phone**: 865-482-9937			
CERTIFICATE,REPLACEMENT CALIBRATION FOR RADIATION PRODUCTS	881-1003-000	$30	

DoseRAE 2 (PRM-1200)

DoseRAE 2 is a compact, lightweight, direct-reading, alarming electronic personal radiation detector. It uses a diode and a scintillation crystal to detect X- and gamma radiation, and provides real-time monitoring of personal dose and dose rate. The real-time radiation dose rate monitoring allows immediate reaction in case of radiation occurrences and thus reduces the radiation exposure. This detector measures dose equivalent and dose equivalent rate, which meets the requirement for a dosimeter.

It also measures radiation exposure and exposure rate, which is appropriate for controlling the exposure of emergency responders to photon radiation. It provides rapid and clear indication of the level of radiation exposure and exposure rate and alerts users via readily recognizable alarms.

DoseRAE 2 is suitable for use as a single stand-alone detector/dosimeter or as part of a comprehensive dosimetry management system using its associated reader and software package.



Key Features:

- Stand-alone electronic dosimeter with LCD display
- Multiple units with reader and software as a dosimetry systems
- Continuous digital dose rate readout in rem/h, Sv/h and R/h
- Continuously accumulated total dose readout in rem, Sv and R
- Prominent visual, audible and vibration alarms
- Long calibration life
- Two operation keys, simple intuitive programming

Standard Kit Includes:

- DoseRAE 2 electronic personal dosimeter
- Charging and PC communication cradle
- USB communication cable
- CD with ProRAE instrument configuration and data management software
- Belt Clip
- Protective pouch with alligator clip
- Protective silicone
- Calibration and test certificate
- Warranty/registration card

DoseRAE 2

Electronic Personal Dosimeter

Description	Part Number	List Price
DoseRAE 2 Dosimeter Kit - US version (default setting R units)	035-0012-000	$495
DoseRAE 2 Dosimeter Kit - EU version	035-0013-000	$495
DoseRAE 2 Dosimeter Kit - CN version	035-0011-000	$495

Spare Parts

Description	Part Number	List Price
DoseRAE 2 Charger and PC communication cradle	035-0302-000	$95
Rubber boot (black)	035-2044-000	$25
Rubber boot (pink)	035-2044-100	$25
Rubber boot (blue)	035-2044-200	$25
Rubber boot (yellow)	035-2044-300	$25

Service Program Option

Description	Part Number	List Price
FACTORY ONE PRICE REPAIR FOR PRM 1200 DOSERAE 2,PRODUCT AGE 1 TO 4 YEARS	SRO-0352-F40	$195
FACTORY ONE PRICE REPAIR FOR PRM 1200 DOSERAE 2,PRODUCT AGE GREAT THAN 4 TO 8 YEARS	SRO-0352-F80	$245
FACTORY CALIBRATION FOR DOSERAE 2	SRC-9001-F00	$95

GammaRAE II R (PRM-3040 and PRM-3041)

The GammaRAE II R is two instruments in one: it has the rapid, sensitive response of a detector and the accurate dose measurement of a dosimeter. It is designed specifically to meet the needs of first responders. The GammaRAE II R contains two separate sensors. The cesium iodide (CsI) scintillator provides a fast two-second response to radiological threats, while the energy-compensated PIN diode provides high dose rate range coverage and accurate dose measurements.

Its immersible design makes it reliable for operation in wet environments and for easy decontamination. The GammaRAE II R is also certified intrinsically safe (standard version only, PRM-3040), allowing it to be used safely in more environments than any other radiation detector.

The GammaRAE II R accumulates accurate dose. Stored dose data can be accumulated or cleared and reset for each use period. The GammaRAE II R logs 30,000 data points.

Two versions of the GammaRAE II R are available. The standard version is powered by two AA alkaline batteries, while the rechargeable version can utilize alkaline or NiMH rechargeable batteries, which can be charged in-unit using the included charging cradle.

Key Features

- Certified intrinsically safe: Class I, Div, I, Groups A, B, C, D, T4 (non-rechargeable version only)
- Immersible in water (IP67) for easy decontamination
- Bluetooth®-enabled for datalogging
- Prominent visible, audible and vibration alarms
- Sensitive CsI scintillator for excellent search capability and fast response
- Energy-compensated PIN diode sensor for high dose rate range coverage and accurate dosimeter capabilities
- Top-mounted reversible display
- Continuous auto-ranging digital readout in divisions of R/h or Sv/h and cps (counts per second)
- Fast two-second response
- Two operation keys, simple programming
- Low EMI interference from cell phones and portable radios

Standard Kit Includes:

- Standard GammaRAE II R unit
- Belt Clip and wrist strap
- 2x AA alkaline batteries
- User's Guide
- Calibration certificate
- ProRAE Studio II software

Rechargeable Kit Includes:

- Rechargeable GammaRAE II R unit with belt clip
- Charging cradle
- Cradle wall mount and vehicle mount
- Universal wall power adapter with international plug adapters
- Vehicle power adapters
- 2x AA NiMH batteries
- User's Guide
- Cradle installation instructions
- Calibration certificate
- ProRAE Studio II software

GammaRAE II R

Personal Radiation Detector

Description	Part Number	List Price
GammaRAE II R Standard Kit, PRM-3040	047-0501-000	$1,318
GammaRAE II R Rechargeable Kit, PRM-3041	047-0601-000	$1,539

Spare Parts

Description	Part Number	List Price
GammaRAE II R Rechargeable charger cradle	047-3059-000	$145

Service Program Option

Description	Part Number	List Price
FACTORY ONE PRICE REPAIR FOR PRM 3040 GAMMARAE II R,PRODUCT AGE 1 TO 4 YEARS	SRO-0471-F40	$295
FACTORY ONE PRICE REPAIR FOR PRM 3040 GAMMARAE II R,PRODUCT AGE GREAT THAN 4 TO 8 YEARS	SRO-0471-F80	$495
FACTORY CALIBRATION FOR GAMMARAE II R	SRC-9002-F00	$145
FACTORY ONE PRICE REPAIR FOR PRM 3041 GAMMARAE II R RECHARGEABLE,PRODUCT AGE 1 TO 4 YEARS	SRO-0470-F40	$345
FACTORY ONE PRICE REPAIR FOR PRM 3041 GAMMARAE II R RECHARGEABLE,PRODUCT AGE GREAT THAN 4 TO 8 YEARS	SRO-0470-F80	$595
FACTORY CALIBRATION FOR GAMMARAE II R RECHARGEABLE	SRC-9003-F00	$145

NeutronRAE II (PRM-3020 and PRM-3021)

The NeutronRAE II is a gamma and neutron Personal Radiation Detector (PRD) designed for first responders. It is the first intrinsically safe (PRM-3020), immersible, rapid detector of γ-ray (gamma) and neutron sources. It is the personal radiation detector with a loud audible alarm, big, bright, flashing LEDs, and a vibration alarm. For stealth operations, law enforcement personnel can disable each alarm individually.

Its immersible design makes for reliable operation in wet environments and easy decontamination. The sensitive cesium iodide (CsI) and lithium iodide (LiI) scintillators of the NeutronRAE II provide a fast two-second gamma response to radiological threats.

The NeutronRAE II accumulates approximate gamma dosage. Stored dosage data can be accumulated or cleared and reset for each use period. The NeutronRAE II logs 30,000 data points, including time and date, dose rate, and total dose.

Standard Features

- Certified intrinsically safe (Class I, Div. I, Groups A, B C, D, T4) (PRM-3020 only)
- Immersible in water (IP67) for easy decontamination
- Bluetooth® enabled for datalogging (PC software available in 2006)
- Prominent visible, audible and vibration alarms
- Sensitive CsI and LiI scintillators for excellent search capability and fast response
- Top-mounted reversible display
- Continuous digital readout in µR/h or µSv/h (gamma only) and cps (counts per second) (gamma and neutron)
- Two operation keys, simple programming
- Long calibration life
- 2x AA alkaline batteries last up to 800 hours
- Automatic background level referencing on start-up and upon user demand
- Passes drop test from 59" (1.5m) to hard concrete
- Low EMI interference from cell phones and portable radios
- Datalogging included

Kit Includes:

- NeutronRAE II
- Belt Clip and wrist strap
- 2x AA alkaline batteries
- Operation and maintenance manual
- ProRAE Studio II software

NeutronRAE II

Personal Radiation Detector

Description	Part Number	List Price
KIT, NeutronRAE II, PRM 3020	047-0401-000	$2,495
KIT, NeutronRAE II, PRM 3021	047-0401-200	$2,995

Service Program Option

Description	Part Number	List Price
FACTORY ONE PRICE REPAIR FOR PRM 3020 NEUTRONRAE 2,PRODUCT AGE 1 TO 4 YEARS	SRO-0472-F40	$700
FACTORY ONE PRICE REPAIR FOR PRM 3020 NEUTRONRAE 2,PRODUCT AGE GREAT THAN 4 TO 8 YEARS	SRO-0472-F80	$1,200
FACTORY CALIBRATION FOR PRM 3020 NEUTRONRAE 2	SRC-9004-F00	$245
FACTORY ONE PRICE REPAIR FOR PRM 3021 NEUTRONRAE 2,PRODUCT AGE 1 TO 4 YEARS	SRO-0473-F40	$800
FACTORY ONE PRICE REPAIR FOR PRM 3021 NEUTRONRAE 2,PRODUCT AGE GREAT THAN 4 TO 8 YEARS	SRO-0473-F80	$1,400
FACTORY CALIBRATION FOR PRM 3021 NEUTRONRAE 2	SRC-9005-F00	$245

RAE Systems, Inc. Standard Limited Warranty

RAE Systems, Inc. warrants products manufactured and sold by RAE Systems to be free from defects in materials and workmanship for the periods listed in the tables on the following pages. This warranty is expressly limited to the original owner who purchases the equipment directly from RAE Systems or from an authorized RAE Systems Distributor.

To maintain this limited warranty, the product must be operated, calibrated, and maintained in accordance with the Operation and Maintenance Manual supplied with the product. Abuse, mechanical damage, alteration, or repairs not made in accordance with the Operation and Maintenance Manual void the RAE Systems Standard Limited Warranty.

The obligation of RAE Systems under this limited warranty is limited to the repair or replacement of components deemed by the RAE Systems Technical Support Center to have been defective under the scope of this Standard Limited Warranty. To receive consideration for warranty repair or replacement, the product must be returned to a RAE Authorized Service Partner or to RAE Systems in San Jose, California, USA, with transportation and shipping charges prepaid. If the product is being returned to RAE Systems, it is necessary to obtain a return authorization number (RMA) from RAE Systems prior to shipment.

This limited warranty is expressly in lieu of any and all representations, express or implied, including but not limited to the warranty of fitness for a particular purpose. RAE Systems will not be liable for loss or damage of any kind connected to the use of its products or failure of its products to function or operate properly.

RAE Systems Standard Limited Warranty covers the instrument and its critical components as follows:

Instruments	Warranty Period
Personal Radiation Detectors	One year from date of original purchase

RAE Systems Inc. Terms and Conditions

The terms and conditions of sale contained herein apply to all quotations and purchases made and purchase orders received by RAE System, Inc. ("RAE Systems") and are the exclusive binding agreement between the parties regarding the products or services purchased ("Products"), unless otherwise expressly agreed in writing by RAE Systems and buyer ("Buyer"). THE ACCEPTANCE OF ANY OR ALL OF THE BUYER'S PURCHASE ORDERS IS CONDITIONAL UPON BUYER'S ASSENT TO THE TERMS AND CONDITIONS IN THIS DOCUMENT, IN LIEU OF THE TERMS CONTAINED IN BUYER'S PURCHASE ORDER. RAE Systems hereby rejects all provisions contained in communications from Buyer that conflict with or are inconsistent with the terms contained herein. RAE Systems' failure to object to any of the provisions contained in Buyer's documentation shall not be deemed a waiver of these provisions.

1. Quotation and Prices: All quotations are subject to the terms and conditions stated herein as well as any additional Terms and Conditions that may appear on RAE Systems' quotation. In the case of a conflict between the terms and conditions stated herein and those appearing on RAE Systems' quotation, the latter shall control. RAE Systems prices and quotations are subject to the following:

a) Buyer will be billed at the prices in the list price or specifically quoted to Buyer at the time of RAE Systems' purchase order acceptance.

b) All published prices are subject to change without notice.

c) Unless otherwise specified in writing, all quotations are firm for, and will expire, thirty (30) days after date thereof. Budgetary quotations and estimates are for preliminary information only and shall neither constitute firm offers nor impose any responsibility or liability upon RAE Systems.

d) Unless otherwise stated in writing by RAE Systems, all prices quoted and billed shall be exclusive of transportation fees, insurance, taxes (including without limitation any use tax, sales tax or similar tax), license fees, customs fees, duties and other charges related thereto, and Buyer shall report and pay any and all such shipping charges, premiums, taxes, fees, duties and other charges related thereto, and shall hold RAE Systems harmless therefrom.

e) The sale of any of RAE Systems' Products to Buyer in no way conveys to Buyer, either expressly or by implication, any intellectual property license or rights whatsoever, except any limited license rights as may be expressly granted by RAE Systems in the materials which accompany the Products as delivered.

2. Payment: Unless otherwise agreed to in writing, payment shall be paid Net 30 days from the date of invoice. Should custom work be involved, purchase orders shall be accompanied by a non-refundable 50% payment of the total amount with an additional 30% of such total amount due upon the scheduled shipment date, and the final 20% of such total amount is due 30 days after RAE Systems makes shipment. International orders must be accompanied by an irrevocable letter of credit confirmed through a U.S. bank acceptable to RAE Systems and to be drawn at sight when presented with proper documents consisting of (1) signed commercial invoice in triplicate and (2) clean airway bill for the Product. Alternately, wire transfer of funds must be received before shipment (International). Past due balances shall be subject to a finance charge of the lesser of 1.5% per month or the maximum amount allowed by law. Buyer agrees to accept partial shipments in satisfaction of a single purchase order; when partial shipments are made, pro-rata payments shall become due in accordance with the designated terms for each shipment.

RAE Systems may withdraw credit, suspend or cancel performance under any purchase orders or delay delivery of Products in the event Buyer fails to comply with these payment terms.

If Buyer becomes insolvent or bankruptcy proceedings are instituted against Buyer or Buyer makes an assignment for the benefit of its creditors, any such event shall be deemed a material default, entitling RAE Systems to cease performance under a purchase order and to avail itself of all legal or equitable remedies it may have against Buyer. In the event of a default by Buyer under these terms, and the matter is placed in the hands of an attorney for collection, or suit is brought at law, or in equity, to enforce the provisions herein, the Buyer agrees to pay a reasonable attorney's fee together with costs in addition to the amount due under said purchase order.

RAE Systems Inc. Terms and Conditions (continued)

3. Title and Delivery: Unless otherwise agreed to in writing by RAE Systems, shipment shall be F.O.B. RAE Systems' location and the manner of shipment shall be any commercially reasonable option determined at RAE Systems' option. Buyer shall be responsible for all shipping charges. RAE Systems reserves the right to ship Products freight collect and to select the means of transportation and routing. Unless otherwise advised, RAE Systems will insure to full value of the Product or declare full value to the transportation company at the time of delivery and all such freight; provided that such insurance costs shall be for Buyer's account. Any and all taxes levied on or with respect to Products after delivery to the F.O.B. point, including without limitation taxes levied on or assessed to RAE Systems by reason of its retention of title, shall be paid by Buyer. In the event RAE Systems, in its sole discretion, chooses to pay such taxes, then Buyer shall reimburse RAE Systems in full upon demand. All Products must be inspected by Buyer upon receipt and claims should be filed with the transportation company when there is evidence of damage, either concealed or external.

Shipping dates are approximate and are based upon prompt receipt of all necessary information from Buyer. RAE Systems shall not be liable for delay in delivery or non delivery due to causes beyond RAE Systems' reasonable control, including but not limited to acts of God, acts of Buyer, acts of civil or military authority, war, riots, priorities, fires, strikes, lockouts, delays in transportation and inability due to causes beyond RAE Systems' reasonable control to obtain necessary labor, materials, manufacturing facilities, or compliance with any law, regulation or order, whether such circumstances or causes have been remedied. RAE Systems reserves the right, in its sole discretion, to allocate inventories and current production and substitute suitable materials when, its opinion, such allocation or substitution is necessary due to any such circumstances or causes. No penalty clause of any kind shall be effective.

4. Testing Procedures: RAE Systems will conduct industry standard testing procedures to confirm RAE Systems' compliance with Buyer's purchase order. Such testing procedures include verification of model number and serialized inventory, power-up test confirmation, instrumentation calibration and diagnostics verification. Any requested changes to these testing procedures require a separate price quotation.

5. Termination: All purchase orders are firm and non-cancelable by Buyer. Buyer is responsible for the full price of Products as ordered. Termination by mutual agreement is subject to the following conditions: (a) Buyer will pay for all Products which are completely manufactured and allocable to Buyer at the time of RAE Systems receipt of notice of termination; and (b) Buyer will pay all costs which have been incurred by RAE Systems with regard to Products which have not been completely manufactured at the time of RAE Systems receipt of notice of termination, plus a pro rata portion of normal profit on the purchase order using RAE Systems standard accounting practices. To reduce termination charges, RAE Systems shall divert completed parts, material or work-in-process from terminated purchase orders to the Buyer whenever in RAE Systems' sole discretion, it is practical to do so.

6. Limited Warranty: RAE Systems' Product warranty is incorporated as part of the Product Operating and Service manual supplied with each individual Product shipment. Such warranty does not extend to any damage or failure which results from alteration, accident, theft, misuse, abuse, abnormal use, improper or unauthorized repairs or improper maintenance. RAE Systems neither assumes nor authorizes any other firm or person to assume on RAE Systems behalf any liability in any way connected with the sale of RAE Systems Products. The sole and exclusive remedy in the event of any breach of the foregoing warranty is to return Products to RAE Systems with delivery or postage prepaid for a refund pursuant to the terms of the applicable Product warranty.

THIS LIMITED WARRANTY SHALL EXTEND TO ORIGINAL BUYER ONLY AND NOT TO BUYER'S CUSTOMERS OR BUYER'S FOREIGN LOCATIONS AND, EXCEPT FOR THE WARRANTY OF TITLE, IT IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

7. Limitation of Liability: IN NO EVENT SHALL RAE SYSTEMS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL OR OTHER DAMAGES WHATSOEVER RESULTING FROM RAE SYSTEMS' PERFORMANCE OR FAILURE TO PERFORM UNDER THESE TERMS OR THE FURNISHING, PERFORMANCE OR USE OF ANY GOODS SOLD PURSUANT HERETO, WHETHER DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, PRODUCT LIABILITY, THE NEGLIGENCE OF RAE SYSTEMS OR OTHERWISE. IT IS AGREED, HOWEVER, THAT IN NO EVENT SHALL RAE SYSTEMS' LIABILITY EXCEED THE U.S. DOLLAR AMOUNT EQUAL TO THE AMOUNT PAID BY BUYER FOR THE COST OF THE PRODUCTS PAID BY BUYER UNDER THE APPLICABLE INVOICE. THE DAMAGE LIMITATIONS PROVIDED IN THIS AGREEMENT AND THE REMEDIES STATED HEREIN SHALL BE EXCLUSIVE AND SHALL BE BUYER'S SOLE REMEDY. THIS LIMITATION ON LIABILITY SHALL SURVIVE FAILURE OF ANY ESSENTIAL PURPOSE. Certain jurisdictions do not permit the limitation of certain types of liability, so this limitation may not apply to the Buyer.

RAE Systems Inc. Terms and Conditions (continued)

8. Governing Law and Disputes: The terms and conditions of sale stated herein shall be governed by and construed according to the laws of the State of California without regard to its conflict of law provisions. All disputes under any purchase order concerning Products not otherwise resolved between RAE Systems and Buyer shall be resolved in a court of competent jurisdiction at the location of RAE Systems' place of business fulfilling the purchase order, and in no other location. In RAE Systems' sole discretion, such action may be heard in some other place designated by RAE Systems (if necessary to acquire jurisdiction over third persons), so that the dispute can be resolved in an action. Buyer agrees to appear in any such action and consent to the jurisdiction of such court upon written notice. No action, regardless of form, arising out of, or in any way connected with, the Products furnished or services rendered by RAE Systems, may be brought by Buyer more than one (1) year after the cause of action has accrued.

9. Indemnification: In the event of a claim by a third party of infringement of proprietary rights, trademarks, or patents, resulting from compliance with Buyer's designs, specifications, or instructions Buyer will defend, indemnify and hold RAE Systems harmless against any expense or loss ensuing from such a claim.

Except as otherwise provided above, RAE Systems shall defend any suit or proceeding brought against Buyer to the extent the same is based upon a claim that any Product, or any part thereof, delivered to Buyer under a purchase order constitutes an infringement of any United States patent; provided that, RAE Systems is notified promptly in writing and given authority, information and assistance (at RAE Systems' expense) for the defense of same. In case said Product, or any part thereof, is in such suit held to constitute infringement and the use of said Product or part is enjoined, RAE Systems shall, at its sole and exclusive option and expense, either (i) procure for Buyer the right to continue using said Product or part, (ii) replace said Product with a comparable non-infringing product, (iii) modify said Product so it becomes non-infringing; or (iv) remove said Product and refund to Buyer the actual cost of said Product paid to RAE Systems by Buyer. The foregoing states the entire liability of RAE Systems for any patent infringement by the said Product or any part thereof. Notwithstanding the foregoing, in no event shall RAE Systems be obligated to indemnify Buyer pursuant to this Section 10 if a claim, suit or proceeding arises out of or is related to: (a) RAE Systems' compliance with Buyer's designs, specifications or instructions; (b) modifications made to the Products other than by RAE Systems; or (c) Buyer's combination or use of the Product with software, services or products developed by Buyer or a third party.

10. Compliance with Laws: RAE Systems represents that with respect to the production of the Products or the performance of the services covered by this purchase order, RAE Systems will fully comply with all applicable federal, state and local laws including, without limitation, all requirements of the Fair Labor Standards Act of 1938, as amended. RAE Systems is an Equal Opportunity Employer. It does not discriminate in any phase of the employment process against any person because of race, color, creed, religion, national origin, sex, age, veteran or handicapped status. The Equal Opportunity Certificate, which is mailed annually to all vendors, is hereby incorporated into these terms and conditions by reference.

11. Assignment: Buyer shall not assign this purchase order or any interest therein or any rights hereunder without the prior written consent of RAE Systems.

12. Changes: Upon written acceptance of RAE Systems, Buyer may make changes within the scope of this purchase order in specifications, drawings, or type of Products ordered or in the time or place of delivery or order quantity. Engineering charges for any specification changes will be quoted under a separate purchase order. Reduction in purchase order quantities and/or extension or delay of scheduled shipment dates will be subject to price adjustment as determined by RAE Systems and agreed to by the Buyer. RAE Systems reserves the right to reject any changes and thus the original purchase order quantities, shipment dates, and prices shall remain in effect.

13. Product Discontinuance: Buyer acknowledges that any of the Products may be discontinued by RAE Systems or RAE Systems' supplier without prior notice to Buyer. In the event of such discontinuance, RAE Systems shall notify Buyer to the extent that any Products ordered by Buyer are affected thereby. In the event of such discontinuance, RAE Systems reserves the right to terminate Buyer's purchase order for any Product which has not been delivered and which is affected by such discontinuance without any liability to RAE Systems.

RAE Systems Inc. Terms and Conditions (continued)

14. Export Controls: Buyer acknowledges that all shipments by RAE Systems are or may be subject to restrictions and limitations imposed by United States export controls, trade regulations and trade sanctions. Buyer at all times will comply with such sanctions, controls and regulations and will cause compliance with such sanctions, controls and regulations in its use and disposition of the Products. With respect to each Products shipment pursuant to these terms and conditions, Buyer will obtain and supply to RAE Systems in writing all information required by RAE Systems to obtain any U.S. export license, permit, approval or documentation applicable to such shipment. Notwithstanding any contrary provision in these terms and conditions, RAE Systems will have no obligation to make any shipment to Buyer until it has received all such information and has obtained the applicable licenses, permits, approvals or documentation for shipment, if any. If RAE Systems learns, or has reasonable cause to believe, or if any branch or agency of the government of the United States claims, that a violation of any applicable trade sanctions, export controls or trade regulations has occurred or is likely to occur because of any shipment, RAE Systems may, in addition to any other remedy it may have, suspend all shipments to Buyer until: (a) RAE Systems is satisfied that such violation did not occur or has ceased to occur, or (b) such claim is withdrawn or otherwise resolved in favor of RAE Systems. Neither Buyer nor its employees, agents, subcontractors, officers or representatives shall cause or permit any shipment of the Products to be made by Buyer or by anyone acting on behalf of Buyer or to whom Buyer may sell the Products, to any country for which a validated export license is required by the United States, or to which shipment is prohibited under trade regulations or trade sanctions of the United States.

It shall be the duty of Buyer to inform itself in detail of such export controls, trade regulations and trade sanctions. Buyer will not cause or permit any customer or user in other parts of the world until all necessary import and/or export approvals and clearances have been obtained, and until all United States export controls, trade regulations or trade sanctions applicable to such shipments have been fully complied with. Buyer will indemnify and will hold RAE Systems harmless from and against any claim, loss or liability arising out of any breach of the foregoing covenants contained in this Section 15.

15. Notices: Any notice or report required or permitted by these terms and conditions shall be in writing and shall be deemed given if delivered personally or if sent by either party to the other by confirmed overnight delivery or by certified or registered mail, return receipt requested, postage prepaid, addressed to the other party to its address as set forth on the purchase order or at such other address as such party shall designate by notice hereunder. Where Buyer is giving notice to RAE Systems, all notices shall be sent to the attention of RAE Systems' account representative or customer service representative.

16. Government Contracts: Unless otherwise stated by reference on the face hereof, all purchase orders are considered commercial sales regardless of government contract or subcontract references. RAE Systems pricing and production and shipment commitments shall be based on published price lists and RAE Systems internal accounting and production allocation procedures which shall be applied equitably to all customers as determined by RAE Systems. RAE Systems warrants that such prices and allocations that are made under such government contracts are the same as would have been made to RAE Systems "most favored customer" for the same Products or services under identical terms of sale.

17. Service Warranty: Rae Systems warrants all repair work performed on Products theretofore purchased by Buyer from RAE Systems for a period of ninety (90) days after completion of the repairs and shipment to Buyer (the "Warranty Period"). In the event that a Product shall fail within the Warranty Period, Buyer's sole and exclusive remedy shall be to return said Product to RAE Systems during the Warranty Period, transportation prepaid, for re-repair. In this event, this warranty will not be deemed to have failed of its essential purpose. Transportation from Buyer to RAE Systems shall be via a carrier selected by Buyer with all charges borne by Buyer. The aforementioned provisions will not extend the original warranty period for any Product that has been repaired by RAE Systems.

RAE Systems Software License

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